

# UNOFFICIAL COPY



\*1715234075\*

This Instrument prepared by and  
when recorded, return to:

Brian P. Collins  
Pedersen & Houpt, P.C.  
161 North Clark Street, Suite 2700  
Chicago, Illinois 60601

Doc# 1715234075 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/01/2017 02:20 PM PG: 1 OF 5

## MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This Modification of Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing ("Modification") is effective as of April 20, 2017, by **DUNDEE COMMONS LLC**, an Illinois limited liability company, with its principal address located at 1025 W. Sunnyside Ave., Suite 300, Chicago, Illinois 60640 ("Mortgagor"), to the order of **MB FINANCIAL BANK, N.A.**, a national banking association, as successor in interest to Cole Taylor Bank, its successor and assigns ("Lender"), whose address is 6111 N. River Road, Rosemont, Illinois 60018.

### RECITALS

A. Mortgagor and Lender are the parties to that certain Loan Agreement dated as of April 20, 2012 (as the same may be amended, modified, replaced or restated from time to time, collectively, the "Loan Agreement"), which Loan Agreement provides for, among other things, a secured loan (the "Loan") as evidenced by that certain Mortgage Note dated as of April 20, 2012 (as the same may be amended, modified, replaced or restated from time to time, collectively the "Note").

B. Mortgagor executed and delivered to Lender (a) that certain Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing, which was recorded with the Cook County Recorder of Deeds on May 3, 2012 as Document #1212404016 (as the same may be further amended, modified, replaced or restated from time to time, collectively, the "Mortgage") and (b) that certain Assignment of Rents and Leases, which was recorded with the Cook County Recorder of Deeds on May 3, 2012 as document #1212404017 (as the same may be further amended, modified, replaced or restated from time to time, collectively, the "Assignment," and together with the Mortgage, the "Recorded Documents"). The Recorded Documents evidence Lender's security interest in certain real and personal property described in the Recorded Document (the "Property"), which Property is also described on Exhibit A attached hereto.

C. The Recorded Documents secure the amounts owing under the Loan Agreement and the Mortgage Note.

D. The parties have agreed to amend certain terms of the documents governing the Loan, as more fully set forth in that certain First Amendment to Loan Agreement, dated as of the date hereof, between the Borrower and the Lender (the "Amendment"), and such other amendments evidenced hereby.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

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1. Incorporation of Recitals/Defined Terms. All the recitals contained herein are true and correct and are hereby incorporated into and made a part of this Amendment. All references in the Mortgage and the Loan Documents shall be deemed to include the Mortgage as modified by this Modification. Capitalized terms used herein shall have the meanings given to such terms in the Loan Agreement unless otherwise defined in this Modification or the Mortgage.

2. Amendment of Mortgage. The Mortgage is hereby amended as follows:

(a) The Mortgage Note has been amended and restated by that certain Amended and Restated Mortgage Note of even date herewith (the "Amended Mortgage Note"), made by the Mortgagor to the order of the Lender in the principal amount of \$2,273,814.40 (the "Loan"). All references in the Loan Documents to the term "Mortgage Note" or "Note" shall be deemed to refer to the Amended Mortgage Note.

(b) The Maturity Date as set forth in the Mortgage (and any other Loan Documents), and further defined in the Loan Agreement, has been extended to April 20, 2018, and may be further extended or modified at a later date pursuant to any modification, amendment, renewal or restatement from time to time, as may be more fully set forth in the Loan Agreement or the Note.

(c) Any reference to the Interest Rate as set forth in the Mortgage shall be deleted.

(d) The Mortgage shall continue to secure all of Mortgagor's obligations under the Loan Agreement, including, but not limited to the obligations under the Note.

(e) To the extent of a conflict between the Mortgage and the Loan Agreement, the terms of the Loan Agreement shall control.

3. Continuing Effect. All the terms of the Recorded Documents are hereby incorporated by reference herein, and the Recorded Documents, except as hereby modified, shall remain in full force and effect in all respect. To the extent of a conflict between the Recorded Documents and the Loan Agreement, the terms of Loan Agreement shall control. Mortgagor, by execution of this Modification, hereby reaffirms, assumes and binds itself to all of the obligations, duties, rights, covenants, terms and conditions that are contained in the Recorded Documents and the Loan Documents, as amended.

**Signatures appear on the next page.**

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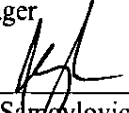
IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage as of the date set forth above.

**BORROWER:**

DUNDEE COMMONS LLC, an Illinois limited liability company

By: Cedar Street Capital Partners LLC

Its: Manager

By:   
Name: Alex Samoylovich

Its: Manager

**COOK COUNTY  
RECORDER OF DEEDS**

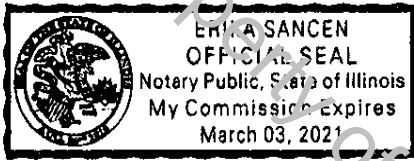
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ DUPAGE )

I, Erika Sancen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alex Samoylovich, the Manager of Cedar Street Capital Partners LLC, as the Manager of Dundee Commons LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of May, 2017.



[Signature]  
Notary Public

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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

#### PARCEL 1:

LOT 1 IN MAIN BANK SUBDIVISION BEING A SUBDIVISION OF PART OF LOT 7 IN OWNER'S SUBDIVISION OF PART OF OLD FILKIN'S FARM IN SECTION 1 AND 2, TOWNSHIP 42 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOT 1 TAKEN OR CONDEMNED IN CASE NUMBER 94L50456, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 2 IN MAIN BANK SUBDIVISION, BEING A SUBDIVISION OF PART OF LOT 7 IN OWNER'S SUBDIVISION OF PART OF OLD FILKIN'S FARM IN SECTIONS 1 AND 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER OF DUNDEE ROAD, A DISTANCE OF 572.2 FEET EASTERLY OF THE INTERSECTION OF SAID CENTER LINE, WITH THE CENTER LINE OF MILWAUKEE ROAD (NOW MILWAUKEE AVENUE); THENCE NORTHERLY AT RIGHT ANGLES TO CENTER LINE OF SAID DUNDEE ROAD, A DISTANCE OF 165.00 FEET; THENCE WESTERLY PARALLEL WITH THE CENTER LINE OF SAID DUNDEE ROAD, A DISTANCE OF 132.00 FEET THENCE SOUTHERLY PARALLEL TO EASTERLY LINE OF THIS TRACT AND AT RIGHT ANGLES TO CENTER LINE OF DUNDEE ROAD, 165.00 FEET TO THE CENTER LINE OF SAID DUNDEE ROAD, A DISTANCE OF 132.00 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33.00 FEET OF SAID TRACT OF LAND), AND EXCEPT THAT PART OF THE LAND TAKEN OR CONDEMNED IN CASE NUMBER 94L50919 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 350 East Dundee Road, Wheeling, Illinois 60090

PIN: 03-01-300-009-0000  
03-01-300-020-0000  
03-01-300-021-0000